

**GROUP  
BENEFIT  
PLAN**

**STATE OF MINNESOTA**

**Long Term Disability**

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**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Terence Shields, Secretary**

**Michael Concannon, Executive Vice President**

#### SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder:	THE STATE OF MINNESOTA - MINNESOTA MANAGEMENT & BUDGET
Group Insurance Policy:	GLT-023458
Plan Effective Date:	October 1, 1986

**THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2014.**

This plan of Long Term Disability Insurance provides you with income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

**Must you contribute toward the cost of coverage?**

This plan's cost is 100% Employee paid, unless otherwise collectively-bargained.

**Who is eligible for coverage?**

Eligible Class(es):	All Active Employees and Elected and Appointed Public Officials, but excluding Employees who are eligible for coverage under the State's Managers Income Protection Plan.
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Maximum Monthly Benefit:	\$7,000
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The **Minimum Monthly Benefit**, in most cases, will be the greater of:

- 300; or
- 15% of the coverage amount You selected before the deduction of other income benefits.

### SCHEDULE OF MAXIMUM BENEFITS

This plan provides benefit options in increments of \$50.00 or \$100.00, as shown in the following table, which start at a minimum of \$300.00 to a maximum of \$7,000.00. Your maximum benefit option is however, limited to the Maximum Monthly Benefit Amount that corresponds with the amount of your annual rate of basic earnings. You may select any benefit option shown up to your Maximum Monthly Benefit Amount. The amount of coverage you select is shown on your group insurance enrollment form.

In no event will the benefit paid be greater than the Maximum Monthly Benefit amount under this plan.

<u>ANNUAL SALARY</u>	<u>MAXIMUM MONTHLY BENEFIT AMOUNT UNDER THIS PLAN</u>	<u>MAXIMUM MONTHLY AMOUNT FROM ALL SOURCES</u>
\$ 6,001 - \$ 6,500	\$300.00	\$300.00
\$ 6,501 - \$ 7,000	\$350.00	\$350.00
\$ 7,001 - \$ 8,000	\$400.00	\$400.00
\$ 8,001 - \$ 9,000	\$450.00	\$450.00
\$ 9,001 - \$10,000	\$500.00	\$500.00
\$10,001 - \$11,000	\$550.00	\$550.00
\$11,001 - \$12,000	\$600.00	\$600.00
\$12,001 - \$12,500	\$650.00	\$650.00
\$12,501 - \$13,000	\$700.00	\$700.00
\$13,001 - \$14,000	\$750.00	\$750.00
\$14,001 - \$15,000	\$800.00	\$800.00
\$15,001 - \$16,000	\$850.00	\$850.00
\$16,001 - \$18,000	\$900.00	\$900.00
\$18,001 - \$19,000	\$950.00	\$950.00
\$19,001 - \$20,000	\$1,000.00	\$1,000.00
\$20,001 - \$22,000	\$1,100.00	\$1,100.00
\$22,001 - \$24,000	\$1,200.00	\$1,200.00
\$24,001 - \$26,000	\$1,300.00	\$1,300.00
\$28,001 - \$30,000	\$1,500.00	\$1,500.00
\$30,001 - \$32,000	\$1,600.00	\$1,600.00
\$32,001 - \$34,000	\$1,700.00	\$1,700.00
\$34,001 - \$36,000	\$1,800.00	\$1,800.00
\$36,001 - \$38,000	\$1,900.00	\$1,900.00
\$38,001 - \$40,000	\$2,000.00	\$2,000.00
\$40,001 - \$42,000	\$2,100.00	\$2,100.00
\$42,001 - \$44,000	\$2,200.00	\$2,200.00
\$44,001 - \$46,000	\$2,300.00	\$2,300.00
\$46,001 - \$48,000	\$2,400.00	\$2,400.00
\$48,001 - \$50,000	\$2,500.00	\$2,500.00
\$50,001 - \$52,000	\$2,600.00	\$2,600.00
\$52,001 - \$54,000	\$2,700.00	\$2,700.00
\$54,001 - \$56,000	\$2,800.00	\$2,800.00
\$56,001 - \$58,000	\$2,900.00	\$2,900.00
\$58,001 - \$60,000	\$3,000.00	\$3,000.00
\$60,001 - \$61,000	\$3,100.00	\$3,100.00
\$61,001 - \$62,000	\$3,200.00	\$3,200.00
\$62,001 - \$63,000	\$3,300.00	\$3,300.00
\$63,001 - \$64,000	\$3,400.00	\$3,400.00
\$64,001 - \$65,000	\$3,500.00	\$3,500.00
\$65,001 - \$67,000	\$3,600.00	\$3,600.00
\$67,001 - \$69,000	\$3,700.00	\$3,700.00
\$69,001 - \$71,500	\$3,800.00	\$3,800.00
\$71,501 - \$73,000	\$3,900.00	\$3,900.00
\$73,001 - \$75,000	\$4,000.00	\$4,000.00

\$75,001 - \$77,000	\$4,100.00	\$4,100.00
\$77,001 - \$79,000	\$4,200.00	\$4,200.00
\$79,001 - \$81,000	\$4,300.00	\$4,300.00
\$83,001 - \$85,000	\$4,500.00	\$4,500.00
\$85,001 - \$87,000	\$4,600.00	\$4,600.00
\$87,001 - \$89,000	\$4,700.00	\$4,700.00
\$89,001 - \$91,000	\$4,800.00	\$4,800.00
\$91,001 - \$93,000	\$4,900.00	\$4,900.00
\$93,001 - \$96,000	\$5,000.00	\$5,000.00
\$96,001 - \$98,000	\$5,100.00	\$5,100.00
\$98,001 - \$100,000	\$5,200.00	\$5,200.00
\$100,001 - \$102,000	\$5,300.00	\$5,300.00
\$102,001 - \$104,000	\$5,400.00	\$5,400.00
\$104,001 - \$106,000	\$5,500.00	\$5,500.00
\$106,001 - \$108,000	\$5,600.00	\$5,600.00
\$108,001 - \$110,000	\$5,700.00	\$5,700.00
\$110,001 - \$112,000	\$5,800.00	\$5,800.00
\$112,001 - \$114,000	\$5,900.00	\$5,900.00
\$114,001 - \$116,000	\$6,000.00	\$6,000.00
\$116,001 - \$118,000	\$6,100.00	\$6,100.00
\$118,001 - \$120,000	\$6,200.00	\$6,200.00
\$120,001 - \$122,000	\$6,300.00	\$6,300.00
\$122,001 - \$124,000	\$6,400.00	\$6,400.00
\$124,001 - \$126,000	\$6,500.00	\$6,500.00
\$126,001 - \$128,000	\$6,600.00	\$6,600.00
\$128,001 - \$130,000	\$6,700.00	\$6,700.00
\$130,001 - \$132,000	\$6,800.00	\$6,800.00
\$132,001 - \$133,500	\$6,900.00	\$6,900.00
\$135,501 - \$135,500	\$7,000.00	\$7,000.00

Annual Enrollment Period: as designated by the State

**When will You become eligible? (Eligibility Waiting Period)**

If You are working for the Employer prior to the Plan Effective Date and were covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer after the Plan Effective Date, You will be eligible for coverage on the date on which You complete a waiting period of 35 days of continuous service.

The **Elimination Period** is the period of time you must be Totally Disabled before benefits become payable. It is the latter of 6 consecutive months of any one period of Total Disability or the exhaustion of any Employer sponsored short term disability benefits.

#### MAXIMUM DURATION OF BENEFITS TABLE

<u>Age When Totally Disabled</u>	<u>Benefits Payable</u>
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by your date of birth as follows:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

If you are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
  2. was terminated before the Effective Date of this plan,
- no benefits will be payable for the Disability under this plan.



## **ELIGIBILITY AND ENROLLMENT**

### **Who are Eligible Persons?**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **When will you become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. eligibility commences on the 35<sup>th</sup> day following the day You are employed, reemployed or Your employment is reinstated. You must be actively at work on the initial effective date of coverage.

See the Schedule of Insurance for the Eligibility Waiting Period.

### **How do you enroll?**

To enroll in this plan, you must:

1. complete and sign a group insurance enrollment form which is satisfactory to us and which authorizes payroll deductions; and
2. deliver it to the Employer;

Such enrollment completed via the internet will constitute a valid enrollment, even though no paper form was completed.

## **WHEN COVERAGE STARTS**

### **When does your coverage start?**

Your coverage will start on the date determined below:

1. the 35th day following the day You are employed, reemployed or Your employment is reinstated.
2. the first day of the first pay period of the next plan year if you enroll during the Annual Enrollment Period.

You must be actively at work on the initial effective date of coverage or coverage will be delayed until the first day of the payroll period following the date you return to active payroll status.

## **DEFERRED EFFECTIVE DATE**

### **When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?**

If You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, the effective date of the coverage or increase in coverage will be deferred until the first day of the full pay period after you return to work.

## **CHANGES IN COVERAGE**

Any such increase in coverage is subject to the following limitations:

1. the Deferred Effective Date Provision; and
2. Pre-existing Conditions Limitations.

### **Do coverage amounts change if there is a change in your rate of pay?**

Coverage amounts do not change automatically when there is an increase or decrease in your rate of pay. You must complete a new enrollment form in either case.

You may increase your coverage only during the Annual Enrollment Period, subject to the Pre-existing Condition Limitation.

However, no increase in coverage will be effective unless on that date you:

1. are an Active Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until the first day of the full pay period after you return to work.

You may decrease coverage at any time during the year.

### **Do coverage amounts change if there is a change in your class?**

You may increase or decrease coverage when there is a change in your class. A new completed enrollment form is required within 30 days of the change. However, no increase in coverage will be effective unless on that date you:

1. are an Active Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred the first day of the full pay period after you return to work.

### **What happens if the Employer changes the Plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective according to any applicable collective bargaining agreement, if the change in the Schedule of Insurance was collectively bargained, or otherwise, on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.

## **BENEFITS**

### **When do benefits become payable?**

You will be paid a monthly benefit if:

1. you become Totally Disabled while insured under this plan;
2. you are Totally Disabled throughout the Elimination Period;
3. you remain Totally Disabled beyond the Elimination Period;
4. you are under the regular care of a Physician, other than yourself; and
5. you submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

### **When will benefit payments cease?**

We will terminate benefit payment on the first to occur of:

1. the date you are no longer Totally Disabled;
2. the date you fail to furnish proof, when requested by us, that you continue to be Totally Disabled;
3. the date you refuse to be examined by a Physician, if we require such an examination;
4. the date you die; or
5. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance.

## **RECURRENT DISABILITY**

### **What happens if you return to work but become Disabled again?**

Attempts to return to work for a total of 30 days or less as an Active Employee during the Elimination Period will not interrupt or extend the Elimination Period.

After the Elimination Period, when a return to work as an Active Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If you return to work as an Active Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

The term "Period of Disability" as used in this provision means a continuous length of time during which you are Disabled under this plan.

The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

## **CALCULATION OF MONTHLY BENEFIT**

### **How are benefits calculated for Total Disability?**

If you are Disabled after the Elimination Period, your Monthly Benefits will be calculated as follows:

1. the amount you select shown on your group enrollment form (not to exceed the Maximum Monthly Benefit Amount for your Pre-disability Earnings); or
2. the Maximum Monthly Amount From All Sources shown in the Schedule of Insurance for your annual salary less:
  - a) all Other Income Benefits, including those for which you could collect but did not apply; and
  - b) 50% of income from rehabilitation employment; and
  - c) all other income from any employer or for any work,

but not less than the Minimum Monthly Benefits shown in the Schedule of Insurance.

### **How is the benefit calculated for a period of less than a month?**

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

See the Schedule of Insurance for the Maximum Monthly Amount From All Sources and your Group Enrollment Form for the Maximum Monthly Benefit Payable Under This Plan.

See page 20 for the definition of Other Income Benefits.

## VOCATIONAL REHABILITATION / REHABILITATIVE EMPLOYMENT

### What is Vocational Rehabilitation?

**Rehabilitation** is a process of working together to plan, adapt, and put into use options and services to meet your return to work needs.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification, to the extent not otherwise provided;
4. prosthesis; or
5. job placement.

**Rehabilitative Employment** means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

### Do earnings from Rehabilitative Employment affect the Monthly Benefit?

If you are Disabled and are engaged in an approved program of Rehabilitative Employment, your Monthly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each month of such Rehabilitative Employment.

The sum of your Monthly Benefit and total income received under this provision may not exceed 100% of your Pre-disability Earnings. If this sum exceeds your Pre-disability Earnings, the Monthly Benefit paid by The Hartford will be reduced proportionately.

In no event will the Monthly Benefit paid exceed the amount of benefit you select as shown on your group insurance enrollment form.

## PRE-EXISTING CONDITIONS LIMITATIONS

### Are there any other limitations on coverage?

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless loss is incurred for the Disability after the last day of 730 consecutive day(s) during which you have been continuously insured under this plan.

**Pre-existing Condition** means any accidental bodily injury, sickness, mental illness, pregnancy, or episode of substance abuse for which you received Medical Care during the 365 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a Change in Coverage.

All manifestations, symptoms or findings which result:

1. from the same or related Disability; or
2. from any aggravations of a Disability,

are considered to be the same Disability for the purpose of determining a Pre-existing Condition.

**Medical Care** is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation;
2. use of drugs, medicines, medical services, supplies or equipment

## EXCLUSIONS

### What Disabilities are not covered?

The Plan does not cover, and no benefit will be payable for, any Disability that:

1. is caused by your commission of, or attempt to commit, a felony, or to which a contributing cause was your being engaged in an illegal occupation;
2. is due to war or an act of war (declared or not); or
3. caused or contributed to by an intentionally self-inflicted injury.

## TERMINATION

### **When does your coverage terminate?**

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution; or
5. the date on which you cease to be an Active Employee in an eligible class, including a work stoppage (including a strike or lockout).

### **May coverage be continued during a seasonal layoff, leave of absence or Workers' Compensation leave?**

In the event of a seasonal layoff or unpaid leave of absence, or Workers' Compensation leave the following shall apply:

If you continue personal payment to continue coverage during the entire period of the layoff, unpaid leave of absence, or Workers' Compensation, then coverage could be continued by payroll deduction upon returning to work. You will need to complete a new enrollment form when you return to work.

If you do not continue personal payment to continue coverage during a seasonal layoff, leave of absence, or Workers' Compensation leave, coverage could be reinstated upon returning to work, provided you return to work within one year. The Pre-existing Condition Limitation will apply for any new condition that begins and for which you receive medical care during the layoff, unpaid leave of absence, or Workers' Compensation leave. You will need to complete a new enrollment form when You return to work.

For the first twenty-four (24) months of long term disability coverage after such a period of leave or layoff during which long term disability coverage was discontinued, any such disability coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitation that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

### **Does your coverage continue if your employment terminates because you are Disabled?**

If you are Disabled and you cease to be an Active Employee, your insurance will be continued:

1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

### **Must premiums be paid during a Disability?**

Premiums must be paid during the Elimination Period. No premium will be due for you after the Elimination Period for as long as you are entitled to benefits.

No premiums are due if you retire or terminate after you become disabled.

### **Do benefits continue if the plan terminates?**

If you are entitled to benefits or are in the Elimination Period while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination of the Group Insurance Policy for any reason will have no effect on The Hartford's liability under this provision.

## GENERAL PROVISIONS

### **What happens if facts are misstated?**

If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

If the Policyholder provides us with incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will:

1. be deprived of insurance to which he or she is otherwise entitled; or
  2. have insurance to which he or she is not entitled because of misstatement of fact by the Policyholder.
- Any adjustment may be made in premiums or benefits.

### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. Contact your insurance representative in your Human Resources Office to initiate the notification process. Send claims to:

Benefit Management Services  
Minneapolis Disability Claim Office  
The Hartford  
P. O. Box 14305  
Lexington, KY 40512-4305

### **Are special forms required to file a claim?**

When we receive a notice of claim, you will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

### **When must Proof of Loss be given?**

Written proof of loss must be sent to The Hartford within 90 days after the start of the period for which The Hartford owes payment. After that, we may require further written proof that you are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless you are not legally competent.

The Hartford has the right to require, as part of the proof of loss:

1. your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to The Hartford that you and your dependents have duly applied for all Other Income Benefits which are available.

After submitting proof of loss, you will be required to apply for Social Security disability benefits. If the Social Security Administration denies your eligibility for any such benefits, you may be requested to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

The Hartford reserves the right to determine if your proof of loss is satisfactory.

You will not be required to claim any retirement benefits which you may only get on a reduced basis.



**What additional Proof of Loss are we entitled to?**

We may have you examined to determine if you are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

**Who gets the benefit payments?**

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid. Any balance due would be payable to the estate.

**When are payment checks issued?**

If written Proof of Loss is furnished, accrued benefits will be paid at the end of each month that you are Disabled. If payment for a part of a month is due at the end of the claim, it will be paid as soon as written Proof of Loss is received.

**What notification will you receive if your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;  
provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

**What recourse do you have if your claim is denied?**

On any claim, you or your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. review pertinent documents; and
3. submit issues and documents in writing.

We will make a decision no more than 45 days after we receive your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If your appeal requires extension, we will make our decision no more than 90 days after we receive your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

**When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. later than 3 years after the time written Proof of Loss is required to be furnished according to the terms of the Policy after the shortest period allowed by the laws of the State of Minnesota.

**What happens if benefits are overpaid?**

We have the right to recover from you any amount that is determined to be an overpayment of benefits under this plan. Repayment to us must be made within 60 days of your receipt of our notice of the amount of the overpayment. If you do not repay the overpayment within the 60 day period, we may, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of the overpayment by reducing or withholding future benefit payments, including, if applicable, the Minimum Monthly Benefit.

**How do we deal with fraud?**

Insurance Fraud occurs when You and/or Your Employer, with the intent to injure, defraud or deceive us, provides us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if you and/or your Employer perpetrates Insurance Fraud.

**What are The Hartford's subrogation rights?**

If you:

1. suffer a Disability because of the act or omission of a third party; and
2. become entitled to and are paid benefits in excess of \$5,000 under this Group Plan in compensation for lost wages;

we will be subrogated to any rights you may have against the third party, and may at our option, bring legal action to recover any payments made by us in connection with the Disability.

We may require an assignment from you of your right to recover to the extent of the benefits provided by us. Our subrogation rights under this provision will be valid only if you are fully compensated for your lost wages.

**Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

## DEFINITIONS

The terms listed will have these meanings.

### **Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Employee** means an employee who is determined by the Policyholder as eligible for insurance.

**Any Occupation**, if used in this Booklet-certificate, means an occupation:

1. for which you are qualified by education, training or experience; and
2. that has an earnings potential greater than the maximum monthly amount from all sources.

**Disabled or Disability** means either Totally or Partially Disabled or Total or Partial Disability.

**Employer** means the Policyholder.

**Essential Duty** means a duty that:

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. cannot be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Rate of Basic Earnings** means 1/12 of your annual salary, from the Employer, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other fringe benefit or extra compensation.

If you become Disabled, your Monthly Rate of Basic Earnings will be the rate in effect on your last day as an Active Employee before becoming Totally Disabled.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible or that are paid to you, to your family or to a third party on your behalf, pursuant to any:

1. temporary or permanent disability benefits under a Workers' Compensation Law, occupational disease law, or similar law;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, including vacation pay, vacation donation, or as a result of membership in or association with any group, association, union or other organization;
4. individual insurance policy where the premium is wholly or partially paid by the Employer; or
5. disability benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or similar plan or act that you, your spouse and children are eligible to receive because of your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings and is made in lieu of worker's compensation benefits;
3. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement. (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions); or
4. retirement benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or similar plan or act that you, your spouse and children receive because of your retirement.

If you are paid Other Income Benefits in a lump sum, we will pro-rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 60 months.

If you are Disabled and you receive Other Income Benefits in a lump sum, they will be considered Other Income Benefits regardless of any roll-over provision or election into any fund, plan or arrangement.

The Hartford may make a retroactive allocation of any retroactive Other Income Benefit payments.

Other Income Benefits will not include:

1. any disability income received from a "no-fault" automobile policy;
2. proceeds from any:
  - a) source of personal investment income;
  - b) personal disability income plan, unless the plan is obtained through a group-sponsored or employer-related program; or
  - c) Veteran's Administration Disability benefits;
3. distribution from any form of profit sharing regardless of pre-tax or after-tax treatment as found under Section 401(k) of the Internal Revenue Code;
4. proceeds or income from any:
  - a) Individual- or employer-sponsored IRA, Individual Tax Sheltered Annuity, or any deferred compensation plan;
  - b) Employee Stock Option Plan or any thrift plan;
  - c) a partner or proprietor H.R. 10(Keogh Plan) under the Self-Employed Individual Tax Retirement Act; or
  - d) a capital account.

The amount of any increase in benefits paid under any federal or state law will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which:
  - a) is required by law; and
  - b) applies to all persons who are entitled to such benefits.

**Physician** means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions.

It includes the Minnesota State Retirement System, the Public Employees Retirement Association and the Teachers Retirement Association.

It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA)

**Total Disability or Totally Disabled** means that:

1. during the Elimination Period; and
2. for the next 24 month(s), you are prevented by:
  - a) accidental bodily injury;
  - b) sickness;
  - c) mental illness;
  - d) substance abuse; or
  - e) pregnancy,

from performing the Essential Duties of Your Occupation.

After that, you must be so prevented from performing the Essential Duties of Any Occupation for which you are or could become qualified by education, training, or experience.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that you are Totally Disabled.

**We, us or our** means the Hartford Life and Accident Insurance Company.

**You, your or Insured Person** means the Insured Person to whom this Booklet-certificate is issued.

**Your Occupation**, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**